

(Rev. 10/2002) General Document

UNITED STATES DISTRICT COURT

Southern District of Florida

Case Number: 1:23-CV-20793-PAS

Anthony Stanley, M.D.

Plaintiff(s)

v. The Braveheart Group, LLC a New Jersey
Limited Liability Company, d/b/a The Journal
of Urgent Care Medicine

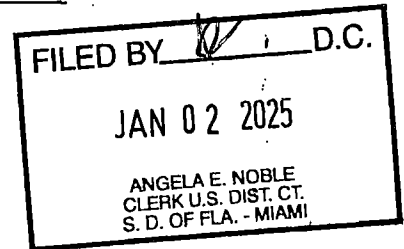
Defendant(s)

Motion: Extension of Time Response to Report's Recommendation Denying
Plaintiff's Motion For False Settlement Document Filing Notification

(TITLE OF DOCUMENT)

I, Anthony Stanley, M.D. plaintiff or defendant, in the above styled cause,

SEE Attached



(Rev. 10/2002) General Document

Certificate of Service

I Anthony Stanley, M.D., certify that on this date 1/2/2025 a true copy
of the foregoing document was mailed to: _____
name(s) and address(es)

By:

Anthony Stanley

Printed or typed name of Filer

N/A

Florida Bar Number

(305) 439-7274

Phone Number

7900 Harbor Island Drive # 1514

Street Address

North Bay Village, FL 33141

City, State, Zip Code

Anthony Stanley

Signature of Filer

Stanmeddesigns@gmail.com

E-mail address

N/A

Facsimile Number

January 1, 2025

Anthony Stanley, MD

7900 Harbor Island Drive

Suite # 1514

North Bay Village, FL 33141

Motion: Extension of Time Response to REPORT AND RECOMMENDATION DENYING PLAINTIFF'S MOTION FOR FALSE SETTLEMENT DOCUMENT FILING NOTIFICATION

In accordance with the Fed. Civ. R. 6, I Anthony Stanley, MD respectfully request an extension of time to file a rebuttal and attempt to find an attorney.

The current deadline is January 2, 2025, and the new deadline, if granted, would be January 21, 2025. The good cause for this request is (#1) that as you know or may not I do not have legal representation due to the nature of this **Court Sealed Case** as outlined in prior Motions and emails. I am also (#2) **not in great cardiac health likely initiated during the events surrounding the settlement period** and trying to **avoid extreme stress** as directed by my physician. I would like to ask the Court for an extension of time, from the initial response deadline 1/2/2025 to **1/21/2025** to try to locate a new attorney to **justly represent** me and give a detailed response to the Court. On brief review **several key facts are distortedly written and or omitted** in the **Report and Recommendation** document submitted to the Honorable Judge Raag Singhal. key facts of settlement signing influencing facts stated in the Motions, were omitted, "not recognized for medical significance", presence of mind and in all fairness need to be corrected. The 5th amendment guarantees freedom of free speech and in the same token that free speech should not be distorted in writings. I found that several summary statements have truncated my spoken words which gave clarity to specific issues of the case, but not translated well in the summary discussions filed. It's a travesty, and I will respond to specific statements and conclusions written but need the legal expertise to craft documentation in a legal format of which **your previous responses have eluded too. In all honesty**, several of the Motions were **not read thoroughly** and my healthcare issues were overlooked as contributing factors to my physical state of mind, body and decision-making capacity, during the early settlement period days (time frame). I know that the Judge's staff are not medically trained but please consult legal medical personnel for the plausibility of my statements (documentation available as stated in prior Motions filled). This is not the first time medical circumstances have affected decision making capacity and it will not be the

last. The fact that there was abrupt, total legal abandonment by Attorney Barry Oliver Chase after 4:30 pm (the eve of settlement) and total cut off of **legal defense and legal advice**, abruptly was a contributing factor to a lot of the unmerciful, **extreme ongoing stress** I endured. I had been paying Attorney Chase \$600 per hour for 2.5 years only to be dropped suddenly and that sent me into a frantic mode of perpetuated extreme stress with subsequent events documented of continued extreme stress. I had no sleep the night prior to settlement and was in low emotional spirits prior to starting and during Mediation. If you read my first communications to your office and Motions, I asked the court **repeatedly** to obtain the written transcripts from the August 8th hearing 2024 and the settlement agreement of August 25th, 2023, from **JAMS Mediation discussion with the Mediator Jeffery Grubman**, which were also leading to continuation of unmerciful extreme stress (with threats of "not signing and or go to jail") and mental confusion at that time period. That encounter with his remarks and hand gestures to highlight the seriousness of the situation was brutal. Anyone would have been scared to death! Please obtain the tapes if you have any doubts, I am pleading with the Court. Thoughts of who was going to take care of my 93-year-old demented Mother across town with a sitter leaving her at 5 pm, who was going to pay my bills if I were suddenly taken off to jail, etc. a lot to think of with no lawyer to give advice. As stated earlier, in retrospect a lawyer could have told me I did not have to sign the settlement papers and postpone the settlement. However, I did not know any other options, with a locked-in mind set feeling like I was in a floating cloud, and lightheaded. I was under extreme stress and as stated before at that time I had to as written, many times before, "make a life-threatening decision", I signed the papers. Attorney Barry Chase was quiet the entire time at his condo or office he could not first-hand see the physical changes I was experiencing because he was not sitting next to me., however the Court Report and Recommendation documentation, deceptively has taken isolated-time-periods of unrelated activity and painted an elusive picture of attorney Chase, being present at my side and working diligently. Nothing could be farther from the truth, he only facilitated paper work as he promised on the evening of August 24th, 2023. Early in July 2023 attorney Chase sent me an e mail that he wanted me to be in the office with him for a scheduled mediation (on August 25th), but Attorney Chase cancel that plan on the evening on August 24th, 2023 also when he stated he was quitting all legal work, "I have an image to maintain". It was shock after shock, dealt to me in such a short time. At the end of the mediation day, after a long period of silence, I called Attorney Chase, at the end of the day (August 25, 2023) depressed, unusually tired, I humbly asked him if everything was over? I mentioned I did not get a confirmation signature page. Phone records will confirm the call time. He told me "Everything was done" and to "go take care of Mom". However, he lied, and he also did not inform me a second set of papers were in

the making and needed a new signature. He led me to believe that all papers were signed by both parties. Feel free to ask him. Points like this are written in the early Motions I submitted but not appreciated and that is another reason I keep saying the drafters of the Report and Recommendations missed multiple key points and are setting me up for failure in this case. If you were not there then my words of description are the most accurate account of my feelings and emotions. Feel free to ask Attorney Barry Chase if he told me everything was completed on that Friday afternoon and to go take care of your Mom! The entire settlement day was a disaster. If attorney Chase was with me providing paid legal services a lot could have been avoided. That is another reason (#3) I need time to seek a new lawyer at this first part of the year and ask for extension time. Attorney Chase abandonment was a contributing factor to my compromised mental capacity. I keep asking and asking the Court for those documents (from JAMS and the Hearing) since the filing of the first Motion #50, in June 2024. There seems to be some unannounced hesitancy by the Court, to obtain the JAMS records, but as stated at least 4 times now (review the written Motion documents again), a **substantial amount of evidence is recorded**. No one responded to my simple request or informed me how to obtain a copy of the records, if they could not obtain them, not even an e mail response back on that request from the **Court**. I would like to get an answer to that. The court seems to have a copy but why can't I have a copy? Key facts of the case have been overlooked as you can read. Occasionally (due to no communications from the Court) I have sent e-mails, asked the status of the case and take an opportunity to summarize the facts that have been percolating in my head daily and nightly for one year since the Settlement time. However, all e-mailed comments to the Court have been comically labeled "ex parte e-mails" and "not recognized by the Court"¹. That is ok, however, the information in all the "ex parte e-mails", and is only a summary of what was written in the original Motions # 50,61 et al (it's not New Information as contrarily stated in the Report and Recommendation,), this situation is not funny as you see written on the bottom of the first page of the Report and Recommendation first page (see below).

1 Dr. Stanley has since sent myriad ex parte emails to the Chambers' email address, adding facts

he failed to state on record during the hearing. The Court does not accept ex parte communications

and will not consider the emails in this Report and Recommendation. See Wells v. Gourmet Servs.,

The Motions # 50, #61 and other Motions are loaded with the same information. The e-mails ("ex parte e-mails") only re summarize previously stated facts. I do not believe the Motions were read-and-analyzed-thoroughly for these reasons (the new lawyers will point out the details of several other facts discovered). This hearing on August 8th, 2024, turned out to be a "Semi-Trial" if you look at what conclusions are listed in the Report and Recommendations decision(s) documentation. I was never told there was going to be a Trial and the accusations by defense attorneys were **not fully investigated**, however the **Report and Recommendation Summary** have, given final judgement. Please read the **Report and Recommendation Summary**. There was nothing about filing false settlement documents to the Court, which should be rendered **VOID** with the controversy surrounding their **creation, participants and fraudulent filing of postdated documents** for the judge to sign off on. It's a pleasing option for the Court at this juncture. When first notified about a hearing I responded (Tuesday July 30th, 2024) and notified the office that I **did not have an attorney** and asked what for **detailed logistical and procedural questions** about the evidentiary type hearing 'and asked what the format of the discussions was. I was ignored and **did not receive a direct answer (feel free to read court emails)**.

How ever since the title of the hearing announcement was written "The hearing was originally titled by Judge Reid office e mail" **Filing of False Settlement papers"** and therefore should have only **discussed if the settlement papers were procured and processed according to the US federal court laws and address the illegal bait and switch tactics to gain unjust enrichment**. This was the scope of the complaint in **Motion #50 only**. However there were no limits set at the hearing, and the hearing became a "Trial" to me, unprepared to discuss the **Case Sealed Documents Information Signed by Judge P. Seitz with a lawyer**, I was hesitant to be held "in contempt of court" like Attorney Barry Chase and Attorney Matthew Cavanagh should have been (for preplanning the release of Court Sealed Documents in **Motions # 56 and # 57 in anticipation of setting up free access during a hearing**). Why did we have to sign settlement papers if anybody could go into the settlement files to retrieve and discuss contents?? Think about that! They deceptively titled their motions the same as my Motion # 50 so that they could fool the court, and it worked! I listened and was later chastised in the Report and Recommendations Report you have with "not presenting or saying anything" in the hearing, that was not fair statement to say to me, at all under the circumstances.

However, the **Defense Attorney Matthew Cavanagh and Attorney Barry Chase**, "derailed the hearing" and started talking about the **Case Sealed Documents information only, "without approval"** and in listening to them, they hoped to influence the mindset of the hearing participants distracted listeners(judges, court recorders etc..)

to avoid talking about, their participation in **pulling off an illegal bait and switch signature acquisition** on me and then **filing fraudulent papers with my signature** to the Court for Judge P Seitz sign off Signature. **Keep in mind if the settlement is voided then all other subsequently filed documents (would be null and void naturally i.e. joint stipulation of dismissal etc.)** This is another point jokingly made in the Report and Recommendation section, The issue of submitting fraudulent settlement papers to the Court seems to be ignored and received no significant discussion, at this juncture. My question to the Court, **is it ok to submit fraudulent papers to the court for signatures of US Court Federal Judges?** That question was never answered? Last week when the summary notification arrived (Just before Christmas), there were no appropriate lawyer(s) available for me to obtain legal representation, until, in all honesty, the middle of January. I need more time than allowed by Local Rule 7.1(c) to analyze the facts and laws relevant and to develop a response.

Pursuant to Local Rule 7.1(a)(3), I hereby certify that Anthony Stanley, e mailed all parties

on December 24th, 2024, at 2 pm., explained the basis for this pending Motion. Items mentioned in this Motion, are just a few details of challenge, a Full comprehensive details list will be **formally presented to the Court with the new legal team acquired.**

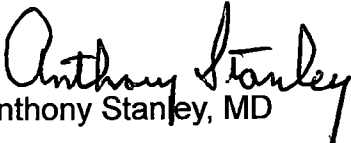
Lastly I want the Court to realize **Attorney Barry Chase** (former attorney) worked along with **Attorney Matthew Cavanagh** (defense attorney) at the hearing August 8th, 2024 (**like-partners in conspiracy**), they were a team. They filed similar preplanned Motions # 56 and #57. Both Motions were filed on July 12, 2023, in the Court Dockets with selective Sealed Court Documents and facts selectively chosen, to feed selected information of support for **their attack** on my character at the hearing. The information they presented to the Court was supposed to be Sealed as per the signature of Judge P. Seitz to **close and not discuss**. Is there no sanctity in her signature even in the **Court?** Judge Reid your hearing allowed them to break the law, their plan was premeditated, and they should have been in **Contempt of Court** for their actions. In addition, Attorney Barry Chase took the opportunity to place my **confidential client privileged information into Motion # 57** which should be against the law. Attorney Chase's testimony of which 90% of your Report and Recommendations statements refer to are **Biased and Altered to support his plan of Revenge**. He had no reason to come to the hearing, he was not working on any paid retainer. You have to ask yourself why he was there. My services from Attorney Barry Chase were formally terminated on December 3rd, 2023.

He used his time given to tell everything he knew about me in a **negative light**. His testimony was also a **distraction to avoid the real issue**, the legitimacy of the Post-dated Settlement Agreement he and the **co-conspirators** sent to Judge P. Seitz. He,

like attorney Cavanagh, avoided those conversations. The one thing Attorney Barry Chase **failed to tell the court, just one little thing**. He was **currently being** investigated by **The Florida Bar (Florida Bar- ACAP Ref #24-13590)** for legal malpractice and legal abandonment of services. Also, he was put on notice that he would be asked to return all legal fees approximately \$150,000 plus interest, due to his legal abandonment of contractual services prior to the hearing. Attorney Chase concealed these Biases from the Court and **suspected revenge mindset-motives**. With that in mind I do not think any of **his testimony** and **materials supplied** to the Court should be honored in any fashion. Everything related to his input should be stricken from the records. The Court has to realize that 90% of the Report and Recommendation support content appears to come from Attorney Barry Chase. The reports reference his spoken words, selectively supplied documents, selectively supplied e mails and other **materials he selectively** supplied to the Court. His entire testimony should be disqualified. He knew or should have known what he did was wrong. If he can get me eliminated hopefully the Florida Bar will go easy on him. What motivation to use a legal license to participate in an unnecessary hearing for personal gain.

I know that the Court is trying to maintain the sanctity of the Settlement agreement as per one of the citations listed in the **report Broadnax v. Sand Lake Cancer Ctr., P.A., 819 F. App'x 799,801 (11th Cir. 2020)**, but if settlement agreement was fraudulently procured, fraudulently submitted, surrounded with unscrupulous individuals then it should be simply voided and any associated related filings voided ie joint stipulation agreement. The law and legal reviewers of this case, should keep in mind not use the "mindset of, **by any means necessary to preserve the Settlement Papers**" that is the old gangster's way of life. The law should be as flawless as possible, not compromised by attorneys who are cutting corners, **failing to get informed consent**, using **patch-work signature pages (bait and switch)** and **post-dating legal documents** like the ones given to Judge P. Seitz. We cannot function as one of the **Greatest Nations, overlooking the details and not following established protocol**. That is what happened in this case and that is what we will be doing if the Court continues to honor improperly filled settlement papers. We just have to teach the Attorneys how to **fill in the papers correctly** and use these Attorneys M. Cavanagh and B. Chase as **prime examples** for the law community. Over the next few week(s) I will try again to obtain a new lawyer and hopefully this **Settlement Agreement** with its multitude of controversy will be **voided** by then, along with the **Joint Stipulation of Dismissal**.

Sincerely


Anthony Stanley, MD